245, 247-248. This view cannot be reconciled with the directly contradictory one sanctioned by numerous other courts which hold that since it must be assumed that a surety signs only on condition that the principal join in the execution, the surety is conclusively free from liability if the principal's signature is lacking,—at least unless it expressly appears that the surety has waived such signature. *Martin* v. *Hornsby,* 55 Minn. 187; *School District* v. *Lapping,* 100 Minn. 139; *Sacramento* v. *Dunlap,* 14 Cal. 421; *Weir* v. *Mead,* 101 Cal. 125; *Novak* v. *Pitlick,* 120 Ia. 286; *Johnson* v. *Kimball,* 39 Mich. 187; *Hall* v. *Parker,* 39 Mich. 287; *People* v. *Carrol,* 15 Mich. 233; *People* v. *Hartley,* 21 Cal. 585.

TORTS—LIABILITY FOR INDUCING BREACH OF CONTRACT.—Defendant was purchaser of plaintiff's mortgaged property at a foreclosure sale. Plaintiff sold his equity of redemption to one Severson, under a contract that the latter should redeem the property, take care of the existing liens, and hold or convey half of the said property to plaintiff. Defendant, by wrongful statements to Severson concerning the property and plaintiff's title thereto, maliciously induced Severson to break his contract with plaintiff, whereby the latter lost all of his interest in the property. *Held,* that a petition setting forth the above facts could not be sustained as stating a cause of action for slander of title, but was maintainable on the theory that defendant wrongfully induced Severson to violate his contract with the plaintiff, which was a valid property right. *Kock* v. *Burgess,* (Iowa, 1914), 149 N. W., 858.

The decision in this case is based upon a distinction between liability for slander of title, and liability for a wrongful interference with contractual obligations. It is well settled that where a valid contract for the sale of property exists, slanderous statements concerning the title to such property, which prevent a sale under the contract, are not actionable, the right of action being against the other contracting party, for the breach. *Burkett* v. *Griffith,* 90 Cal. 532; *Paull* v. *Halferty,* 63 Pa. St. 46; *Brentman* v. *Note,* 3 N. Y. Supp. 420. But if the effect of the slander of title is not to create a breach of contract but to deter another from purchasing the property or entering into a contract of sale, an action for slander of title will lie. *Brentman* v. *Note* and *Paull* v. *Halferty,* supra; *Stevenson* v. *Love,* 106 Fed. 466. In the principal case, no action would lie for slander of title, for not only did a contract of sale of the equity of redemption exist, but it had been executed. The damage, if there was any, consisted in the failure to perform further contractual obligations, in the shape of duties concerning the protection of said equity of redemption for the benefit of the plaintiff. Wrongful statements inducing the breach of these obligations were held actionable on the theory that the right to performance of an existing contract is a property right, and that knowingly and maliciously to induce breach of such contract is as distinct a wrong as to injure and destroy the property of another. On this last point the cases are in conflict, but the weight of authority is probably with the principal case. Accord: *Kelly* v. *Kelly,* 10 La. Ann. 622; *Morgan* v. *Andrews,* 107 Mich. 33; *Jones* v. *Stanly,* 76 N. C. 355; *West Va.*

Transportation Co. v. *Standard Oil Co.*, 56 W. Va., 611. Contra: *Chambers* v. *Baldwin*, 91 Ky. 121; *Boyson* v. *Thorn*, 98 Cal. 578. The difference between the two remedies then, as established by the principal case, is that an action for slander of title will lie only where no contract exists, whereas an action for inducing breach presupposes the existence of a contract.

TRADE-MARKS—CONSTRUCTION OF STATUTE.—The Act of Feb. 20, 1905 (34 Stat. 1251) provided that registration should not be refused to trade-marks otherwise entitled thereto unless such mark should consist "of any design or picture that has been or may hereafter be adopted by any fraternal society as its emblem." Application was made by Given for registration of a mark in October 1911, and was still pending at the time of the amendment of the Act of 1905 by the Act of January 8, 1913, (37 Stat. 649), which provided that registration should not be refused unless the mark should consist "of any design or picture that has been or may hereafter be adopted by any fraternal society as its emblem, or of any name, distinguishing mark, character, emblem, colors, flag, or banner adopted by any institution, organization, club, or society which was incorporated in any State in the United States prior to the date of the adoption and use by the applicant." The New York Athletic Club, which seems to come under the classification of the latter act, but not of the former, protested against the registration of Given's mark (which the Club had used for many years before Given's use had begun) and the Patent Office refused registration, whereupon Given appealed to the Court of Appeals of the District of Columbia. *Held*, that the refusal was proper. *John M. Given, Inc.* v. *The New York Athletic Club*, (App. D. C. 1914), 210 Off. Gaz. 1067.

This appears to be the first decision under the amendment of 1913, and the court held that "the proceedings leading up to the registration of a trade-mark are mere matters of procedure that may be changed or abolished, and, unless expressly exempted from the operation of an amendatory statute, pending cases will be governed by it to the same extent as will be future cases arising under it." This does not, however, touch the question of legislative intent to affect pending applications. There is no clear retroactive intent expressed in the amendment of 1913; it is a general principle that statutes will be construed prospectively, in the absence of a clear intent to the contrary. *U. S.* v. *Heth*, 3 Cranch 399; *De Ferranti* v. *Lyndmark*, 30 App. D. C. 417. In the latter case, which is the only one cited by the court on the point of construction, it was held that an application for a patent in this country of a foreign invention patented abroad, filed under an act making the United States patent date from the time of filing here, was not affected by an amendment, passed during the pendency of the application, making such patent date from the time of filing abroad.

WILLS—EFFECT OF CODICIL ON LAPSED RESIDUARY ESTATE.—A codicil executed after the decease of one of the residuary devisees, which recites his death without further disposition of the residue, carries the lapsed interest